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**UNITED STATES DISTRICT CIRCUIT  
EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

**TATA COMMUNICATIONS (AMERICA) INC.  
2355 Dulles Corner Boulevard  
Herndon, VA 20171**

**Plaintiff,**

**v.**

**KTC Telecom L.L.C.  
Nicholas Goyak, Registered Agent  
20550 SW 115<sup>th</sup> Avenue  
Tualatin, OR 97062**

**Defendant.**

Case No. 1:14cv1188 CMH/TCB

**TATA COMMUNICATIONS (AMERICA) INC.'S  
COMPLAINT FOR BREACH OF CONTRACT AGAINST KTC TELECOM L.L.C.**

Plaintiff, Tata Communications (America) Inc. ("Tata Communications"), a Delaware corporation, files this Complaint against Defendant KTC Telecom L.L.C. ("KTC"), an Oregon limited liability company, and in support, states the following:

**THE PARTIES**

1. Tata Communications is a Delaware corporation with its principal place of business located in Herndon, Virginia.
2. Defendant KTC is an Oregon limited liability company with its principal place of business located in Tualatin, Oregon.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as there exists complete diversity of citizenship among Tata Communications and KTC, and the amount in controversy, exclusive of interest, attorneys' fees and costs, exceeds the sum of Seventy-Five Thousand Dollars (\$75,000,00).

4. Venue is proper in the United States District Court for the Eastern District of Virginia pursuant to 28 U.S.C. § 1391, as a substantial part of the events or omissions giving rise to Tata Communications' claim occurred in this judicial district.

### **FACTUAL ALLEGATIONS**

5. On or about December 17, 2008, Tata Communications entered into a Telecommunications Services Agreement (the "TSA") with KTC under which Tata Communications agreed to provide, and KTC agreed to pay for, the services outlined in the VTS Services Addendum (the "Addendum," and collectively with the TSA, the "Contract"). A copy of the TSA is attached at Exhibit 1. A copy of the Addendum is attached at Exhibit 2.

6. During the term of the Contract, Tata Communications provided telecommunication services to KTC and invoiced KTC for the services provided.

7. KTC has failed to pay numerous invoices, and as of September 4, 2014, owes Tata Communications \$176,404.93, representing the principal amount of \$136,563.04 and late charges in the amount of \$39,841.89, in addition to attorneys' fees and costs. (Late charges, attorneys' fees, and costs continue to accrue.) A Statement of Account evidencing the description of the services KTC received, the transaction number, transaction date, due date, the principal amount owed, and principal balance is attached hereto at Exhibit 3.

8. Per the terms of the Contract, KTC is obligated to pay a late charge of 1.5% per month, or the highest lawful amount (whichever is greater), on any amount owed but not paid by the applicable due date in addition to Tata Communications' reasonable attorneys' fees, collection fees, and costs actually incurred. As of September 4, 2014, late charges total \$39,841.89 and continue to accrue at the rate of \$2,050.82 per month.

#### **COUNT I – BREACH OF CONTRACT**

9. Tata Communications realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 8 above.

10. The Contract is a valid and enforceable contract under applicable law.

11. Tata Communications has fully performed its contractual obligations under the Contract.

12. Defendant KTC has defaulted on its contractual obligations by failing to pay Tata Communications for the services provided.

13. KTC's failure to pay for the services constitutes a material breach of the Contract.

14. As a direct and proximate result of KTC's material breach, Tata Communications has suffered monetary harm and damages in the amount of \$176,404.93 in addition to late charges continuing to accrue at the rate of \$2,050.82 per month, reasonable attorneys' fees, collection fees, and costs actually incurred.

#### **PRAYER FOR RELIEF**

WHEREFORE, Tata Communications (America) Inc. respectfully requests the Court to enter a judgment against KTC Telecom L.L.C. in the amount of \$176,404.93, plus pre- and post-judgment interest, applicable late charges, attorneys' fees, collection costs, and costs actually incurred.

Dated: September 8, 2014

Respectfully submitted,

TATA COMMUNICATIONS  
(AMERICA) INC., By Counsel

By: Kenneth M. Miskin

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